BANGALORE WATER SUPPLY
AND SEWERAGE BOARD
CAUVERY BHAVAN, KEMPEGOWDA ROAD
BANGALORE - 560009

Telephone: 91-80-22945108 Fax: 91-80-22945108

Through E-Procurement

REQUEST FOR PROPOSAL

For

Design, Build, Finance, Supply, Install, Operate, Maintain and Transfer Biogas Purification and Compression Systems for a Concession Period of 20 Years under Public Private Partnership mode within BWSSB jurisdiction across Bangalore, Karnataka

June 2026

Office of the Chief Engineer (Innovative Project, Research & Development)
BANGALORE WATER SUPPLY & SEWERAGE BOARD
3rd floor, Cauvery Bhavan,
K G road, Bangalore 560009.
Telephone – 080 22945108

e-mail – cep@bwssb.gov.in

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B.W.S.S.B

BID SCHEDULE

BID REFERENCE:	No. **BWSSB/CE(IP, R&D)/ACE(P)/419/2026-27 Dated: 01.06.2026**
NAME OF THE WORK	Design, Build, Finance, Supply, Install, Operate, Maintain and Transfer Biogas Purification and Compression Systems for a Concession Period of 20 Years under Public Private Partnership mode within BWSSB jurisdiction across Bangalore, Karnataka
LAST DATE FOR RECEIPT OF PREBID QUERIES	15.06.2026 upto 17.00 Hours(only through e-procurement portal)
DATE OF PRE-BID MEETING AND TIME:	16.06.2026 at 14.30 Hours
LAST DATE AND TIME FOR RECEIPT OF BIDS:	06.07.2026 up to 16.00 Hours
TIME AND DATE OF OPENING OF TECHNICAL PROPOSAL	07.07.2026 up to 16.30 Hours
PLACE OF OPENING OF COVER ONE OF BIDS (TECHNICAL PROPOSAL)	Office of the Chief Engineer (IP,R&D), 3rd floor, Cauvery Bhavan, K G road, Bangalore 560009.
TIME AND DATE OF OPENING OF FINANCIAL PROPOSAL	Will be intimated to the qualified Bidders
	Will be intimated to the qualified Bidders
	Chief Engineer(IP,R&D) 3rd floor, Cauvery Bhavan, K G road, Bangalore 560009. Telephone – 080 22945108 e-mail – cep@bwssb.gov.in

DISCLAIMER

DISCLAIMER

The information contained in this Request for Proposal (**RFP**) or any other information or document provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of Bangalore Water Supply and Sewerage Board (the **Authority**) and its employees or advisors is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and further it is neither an offer nor an invitation by the Authority to the Bidders or any other Person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

This RFP includes statements which reflect various assumptions and assessments arrived at by the Authority and their advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in this RFP may not be appropriate for all Persons and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation, and particular needs of each person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP.

The information provided in this RFP is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law.

Except as provided in the RFP and the Agreement, the Authority and their employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in this RFP, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained in this RFP or deemed toform part of this RFP.

It will be deemed that by submitting the Bid, a Bidder agrees and releases the Authority and their employees, agents, and advisers, irrevocably, unconditionally, fully, and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exerciseof anyrightsand/or performanceof anyobligationsunderthis RFPand/or inconnectionwith the Bid Process, to the fullest extent permitted by applicable law.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall be borne by the Bidder and the Authority shall not be liable to bear any such costs in any manner whatsoever regardless of the conduct or outcome of the Bidding Process.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFP.The issue of this RFP does not imply that the Authority is bound to qualify any Bidder or to award the Project to any Bidder. The Authority reserves the right to reject all or any of the Bids with out assigning any reasons whatsoever.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below.

Accounting Year	means the accounting year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
Addendum or Addenda	means an addendum or addenda to this RFP.
Agreement	means the concession agreement to be executed between the Authority, and the Concessionaire, a draft of which is, or shall be, issued by the Authority along with this RFP.
Applicable Laws	means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, the State Government, any government authority or any local government having jurisdiction over the Parties, the Project Site or the Plant Infrastructure, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement. For the avoidance of doubt, and without in any way limiting the generality of the foregoing, Applicable Laws shall include the EPA, the EPA Rules and laws concerning any environmental, social, labour, health and safety or security risks of the type contemplated by the Performance Standards.
Appointed Date	means the date of signing of the Concession Agreement
Associate	means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity.
Associated Infrastructure	means the infrastructure facilities associated with the operation of the Plant Infrastructure or otherwise required to be provided by the Concessionaire, including chromatographs, site office, administrative buildings, security room, boundary wall/security fence, laboratories, ambient air quality monitoring stations, pipelines (for the transportation of the CBG Output), utilities, gas storage facility etc., as described in greater detail in the Scope of Work in the Agreement and the Technical Specifications.

Authority or BWSSB	means Bangalore Water Supply and Sewerage Board, that is an autonomous body formed by the State legislature under the Bangalore Water Supply and Sewerage Act on 10-09-1964 for water supply and sewage management, with its registered office at 3rd Floor, Cauvery Bhavan, Kempegowda Road, Bengaluru-560009 acting through office of the Chief Engineer(IP,R&D).
Best Quote	means the highestquoted Processing Fee.
Bid	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder for qualification and award of the Project, and **Bids** mean collectively, all the bids for the Project.
Bidder	means an interested Company or a Consortium of Companies which submits a Bid to the Authority in accordance with this RFP and includes each Member when the Bidder is a Consortium, and **Bidders** shall be construed accordingly.
Bid Capacity	means the financial capacity and strength of the Bidder, as determined in accordance with Clause 4.4.
Bid Due Date	means the last date for submission of the Bids specified in the Bid Schedule, as may be extended from time to time in accordance with Clause 19.
Bid Process	means the two-cover Bid system, undertaken by the Authority in accordance with Rule 28 of the Karnataka Transparency in Public Procurements Rules, 2000, to award the Project to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process commenced with the issuance of the RFP and ends on the Appointed Date.
Bid Schedule	means the schedule of the Bid Process set out in Clause 2.15, as may be amended from time to time.
Bidding Documents	means this RFP, its Annexures, draft of the Concession Agreement, its Schedules, and Addenda to these documents, if any issued by the Authority.
Compressed Biogas or CBG	means compressed Biogas that is purified as per Bureau of Indian Standards BIS 16087:2016.
CBG Output	means the CBG generated from processing of Raw Biogas at the Plant Infrastructure.
Clause	means a clause of this RFP.
Commercial Operations Date or COD	means the date on which the COD Certificate is issued (or deemed to be issued) by the Authority to the Concessionaire after successful trial operations and testing of the

	Plant Facility.
COD Certificate	means the certificate issued (or deemed to be issued) by the Authority to the Concessionaire evidencing the date on which the Plant Facility has entered commercial operations under the Agreement.
Companies Act	means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
Company	means a company incorporated under the Companies Act.
Concession Agreement	means the concession agreement to be executed between the Authority and the Concessionaire.
Concession Period	means the 20 (twenty) yearperiod commencing on COD and ending on the date of expiry or termination of the Agreement during which the Concessionaire is required to operate and maintain the Plant Infrastructure.
Concessionaire	means the Special Purpose Vehicle incorporated by the Selected Bidder to implement the Project.
Conflict of Interest	has the meaning ascribed to it in Clause 3.4.
Consortium	means any combination of up to 2 (two) Companies that have formed a consortium for the purpose of submitting a Bid and to implement the Project if such consortium is declared the Selected Bidder.
Control	means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% (fifty) of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled and Controlling shall be construed accordingly.
Design Capacity	means the quantity of Raw Biogas that the Plant Facility should be designed to handle and process in a day, which shall be: Hebbal (100 MLD)- 7,200 m3/day V Valley (150 MLD) –11,000 m3/day K&C Valley (60 MLD and 150 MLD) – 15,300 m3/day Bellandur (90 MLD) – 6,900 m3/day
Earnest Money Deposit (EMD)	means the bid security that must be submitted by a Bidder along with its Bid in accordance with Clause 15.
Effective Date	means the date on which all the conditions precedent have been satisfied by the Authority and the Concessionaire in accordance with theAgreement.
Eligibility Criteria	means the eligibility criteria set out in Clause 3

	that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal.
EPA	means the Environment (Protection) Act, 1986, as amended from time to time.
EPA Rules	means the Environment (Protection) Rules, 1986, as amended from time to time.
Equity Contribution	means the sum expressed in INR representing the paid up share capital of the Concessionaire for meeting the equity component of its financial obligations under the Agreement and the financing documents, which, for the purpose of the Agreement, shall include instruments that shall compulsorily convert into equity share capital and any loans provided by any shareholder of the Concessionaire or any Associate of the Concessionaire or any Associate of any shareholder of the Concessionaire and which shall be capped at the amount specified as the equity contribution in the financing package indicating the means of financing the Plant Infrastructure submitted to the Authority by Concessionaire in accordance with the Agreement.
First Cover	has the meaning ascribed to it in Clause 2.5(a) of this RFP.
Karnataka Public Procurement Portal (KPPP)	means the e-procurement portal of the GoK available at the following url: https://kppp.karnataka.gov.in/Portal.
Financial Assistance	means all funded and non-funded financial assistance, including loans, advances and guarantees or any re-financing that the Concessionaire may avail of, for the Project from the Lenders.
Financial Capacity	means the financial capacity and experience of a Bidder, as determined in accordance with Clause 4.5.
Financial Package	means the financing package indicating the means of financing the Project, and includes all Financial Assistance specified in the financing documents and the Equity Contribution.
Financial Proposal	means the financial proposal to be submitted by a Bidder in accordance with this RFP.
GoI	means the Government of India.
GoK	means the Government of Karnataka.
Hand-back Conditions	has the meaning ascribed to it in the Agreement.
Hand-back Requirement	has the meaning ascribed to it in the Agreement.
Independent Engineer	means the Person to be appointed by the Authority to act as the independent engineer for the Project in accordance with the

	provisions of the Agreement.
Lead Member	means with respect to a Consortium, the Member who: (i) will hold at least 26% (twenty six percent) of the Equity Contribution and voting rights of the Concessionaire; and (ii) is authorised by all other Consortium Members to be responsible for the Bid Process and to represent and act on behalf of the Consortium for submission of the Bid, in terms of the joint bidding agreement.
Member	means the member of a Consortium.
LOA	means the letter of award that will be issued by the Authority to the Selected Bidder in accordance with Clause 32.
MMBTU	Million Metric British Thermal Unit
MLD	Million Liters per Day
Net Worth	has the meaning ascribed to it in Clause 4.5.
Offtaker	means any person who will purchase all or part of the CBG Output from the Concessionaireduring the term of the Agreement.
Offtake Agreement	means any agreement entered into between the Concessionaire and the Offtaker for sale and purchase of the CBG Output.
O&M	means operation and maintenance.
O&M Period	means the period commencing on COD and ending on the date of expiry or termination of the Agreement during which the Concessionaire is required to operate and maintain the Plant Infrastructure.
Parties	means the Authority and the Concessionaire referred to as collectively.
Party	means the Authority and the Concessionaire referred to as individually.
Performance Security	has the meaning ascribed to it in Clause 16.
Performance Standards	means and include environmental management planning, compliance with statutory environmental clearances, adherence to applicable labor laws, implementation of health and safety protocols, mitigation of community impact including odor and noise control, protection of biodiversity and cultural resources, and periodic reporting to the Authority.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Plant Facility	means each of the Raw Biogas to CBG facilities

	and Associated Infrastructure to be set up by the Concessionaire in accordance with the terms of the Agreement (including the Scope of Work and Technical Specifications), which shall be capable of handling and processing Raw Biogas as specified in the Scope of Work and Technical Specifications.
Plant Infrastructure	means the Plant Facility and the Associated Infrastructure, which need to be designed, financed, constructed, installed, operated and maintained by the Concessionaire in accordance with the terms of the Agreement (including the Technical Specifications, Applicable Laws and the Performance Standards).
PPP	means public private partnership.
Pre-Bid Meeting	means the meeting to be held in accordance with Clause 8.2.
Preferred Bidder	means the Bidder which: (a) meets the Qualification Criteria and the Eligibility Criteria; and (b) has the Best Quote.
Processing Fee	means the per MMBTU fee (in INR) quoted by the Bidder in its Financial Proposal, for purification and compression ofRawBiogas to CBG Output. The processing fee shall be payable by the Concessionaire to the Authority.
Project	has the meaning ascribed to it in Clause 1.
Project Agreement	has the meaning ascribed to it in the Agreement.
Plant Milestones	means the construction milestones determined in accordance with the terms of the Agreement.
Project Site	means the Authority nominated Plant Facilities at K&C – Valley (150 MLD and 60 MLD), Bellandur –Amanikere (90 MLD), V–Valley (150 MLD)and Hebbal (100 MLD)on which the Concessionaire shall develop the Plant Infrastructure.
Qualification Criteria	means the qualification criteria set out in Clause 4 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
Technical Proposal	means the proposal to be submitted by each Bidder to demonstrate that it meets the Eligibility Criteria as set out in Clause 3 and the Qualification Criteria as set out in Clause 4.
Raw Biogas	means the methane-rich gas emerging from the operations of the STPs and delivered to the Concessionaire.
RBI Reference Rate	means the Reserve Bank of India reference rate as available on

	https://www.fbil.org.in/.
RFP	means this request for proposal dated [•] along with its Annexures and includes any Addenda, if issued by the Authority.
Rupees or INR	means Indian Rupees, the lawful currency of India.
Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
Scope of Work	has the meaning ascribed to it in the Agreement.
Second Cover	has the meaning ascribed to it in Clause 2.5 (b) of this RFP.
Section	means a section of this RFP.
Selected Bidder	means the eligible Bidder selected by the Authority for award of the Project.
State Government	means the Government of Karnataka.
STP(s)	means Sewage Treatment Plant(s)
STP Contractor	means the contractors appointed, or to be appointed, by the Authority at the STP(s) for the treatment ofsewage to NGT norms, andresulting in production ofRawBiogas
Technical Capacity	means the technical capacity and experience of a Bidder, as determined in accordance with Clause 4.1.
Technical Specifications	means the technical specifications for the design, development, construction, commissioning, operation and maintenance of the Plant Infrastructure, which the Concessionaire must comply with, as set out in the Agreement.

BANGALORE WATER SUPPLY & SEWERAGE BOARD

SECTION I: INVITATION FOR TENDER

(Through GOK e-procurement portalwww.eproc.karnataka.gov.in)

IFT No.BWSSB/CE(IP, R&D)/ ACE(IP, R&D)-II/ TA/ 419 /2026-27
Dated:01.06.2026

1. ***Bids are invited through GOK e-Procurement platform* www.eproc.karnataka.gov.in by t*heChief Engineer (IP, R&D), Bangalore Water Supply and Sewerage Board,*** 3rd floor,Cauvery Bhavan,K.G.Road, Bangalore – 560 009 from Bidders, for the Design, Build, Finance, Supply, Install, Operate, Maintain and Transfer Biogas Purification and Compression Systems for a Concession Period of 20 Years under Public Private Partnership mode within BWSSB jurisdiction across Bangalore, Karnataka. The Bidders may submit their Bids for the works given in the Table1.***Two cover tender procedure as per Rule28 of the Karnataka Transparency in Public Procurements Rules, 2000 (KTPP Rules) shall be followed. The eligible Bidders are required to submit theirTechnical Proposal and Financial Proposal in electronic form by uploading the same into the electronic Bid box on the web site. Initially only the Technical Proposals will be opened. The Financial Proposal of the Bidder will be opened only if the Bidder is found to be technically qualified upon evaluation of Technical Proposals. The Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for award of the contract.***
2. The RFP may be downloaded through the GOK e-procurement platform wizard which will link to http://www.kppp.karnataka.govt.in/ from **05.06.2026 to 06.07.2026** on payment of a non-refundable fee indicated in Column (3) of the Table below, using any of these forms of OTC,NEFT, DEBIT CARD and CREDIT CARD through e-portal only**.** Interested Bidders may obtain further information at the office of e-procurement. Bidders will be issued a password and authorized for accessing the RFP in the website with URL: **www.karnataka public procurement portal.**
3. The Bidders can download the RFP using their user ID –password, by accessing www.eproc.karnataka.govt.in where electronic Bid form is provided. Additional information related to e-Bid process can be obtained through the above-mentioned website. The electronic Bid will be operated as two stage tender system by opening the Technical Proposals and thereafter opening of the Financial Proposals of Bidders who have been technically qualified.
4. Bidders must furnish Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be paid through any one of the forms OTC, NEFT, DEBIT CARD and CREDIT CARD through e-portal only.
5. Other details can be seen in the Bid Document.
6. Corrigendum or Addendum, if any will be published in the website only.

7. The Authority Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
8. All interested and eligible Bidders can download the complete RFP from the website https://kppp.karnataka.gov.in after obtaining the users ID and password. Further assistance for participation in the e-procurement, the Bidders may refer to the e-portal.

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Chief Engineer (Innovative Project, Research & Development)
3rd Floor, Cauvery Bhavan,

NO.BWSSB/CE(IP, R&D)/ ACE (IP, R&D)-II/ TA/ 419 /2026-27 Date: 01.06.2026

INVITATION FOR TENDER (IFT)

(Through GOK e-procurement platform only)

BWSSB, invites e-Bids in Two Cover Bid system from eligible contractors through the GOK e – procurement platform for the following work:

S.No	Name of Work	Cost of Bid Document including Taxes Rs.	EMD In Lakhs	Period
(1)	(2)	(3)	(4)	(5)
1	Design, Build, Finance, Supply, Install, Operate, Maintain and Transfer Biogas Purification and Compression Systems for a Concession Period of 20 Years under Public Private Partnership mode within BWSSB jurisdiction across Bangalore, Karnataka	To be specified by e-procurement cell.	77.00	12 months of construction period, and 240 (two hundred and forty) months of O&M period.

Note: 1.The Tenderer shall quote the rates excluding GST.

The RFP can be downloaded through website www.karnataka public procurement portal from: 05.06.2026 to 06.07.2026. The last date for

submission of the Bid through the GOK e–procurement platform is 06.07.2026 upto 16.00 hrs and date of opening of Bids shall be 07.07.2026 after 16.00 hrs**.**

Further particulars may be obtained from the above office during office hours & also from website www.karnataka public procurement portal.

-SD-

Chief Engineer (IP, R&D)

Bangalore Water Supply and Sewerage Board

"ADOPT RAINWATER HARVESTING SYSTEM AND SAVE WATER"

INTRODUCTION

1. **SCOPE OF BID**

The Authority is inviting Bids by following single stage two cover Bid procedure, from eligible Bidders, for the Design, Build, Finance, Supply, Install, Operate, Maintain and Transfer Biogas Purification and Compression Systems for a Concession Period of 20 Years under Public Private Partnership mode within BWSSB jurisdiction across Bangalore, Karnataka.

Background

The Authority is undertaking a pioneering initiative to utilize Raw Biogas from its STPs. This represents the first instance in India where a utility of this scale is seeking private participation for biogas recovery and monetization. The Authority's initiative is driven by both necessity and opportunity. Bangalore currently generates ~1,480 MLD of sewage, while the effective treatment capacity is around 1,063 MLD. Much of the treated sludge remains underutilized for energy recovery. Out of the 34 STPs in the city, this initiative focuses on 5 sites (combined capacity of 550 MLD). The Authority is keen to undertake the development of biogas to compressed biogas facilities on a public private partnership (PPP) basis, through a design, build, finance, supply, install, operate, maintain and transfer (the **Project**) at the below STP(s) of the Authority:

S No.	Location	Treatment process	Installed capacity MLD	2025 flow MLD
1	K&C – Valley	ASP	60	61
2	K&C – Valley	ASP	150	154
3	Bellandur – Amanikere	ASP	90	90
4	V – Valley	ASP	150	150
5	Hebbala	SBR	100	110

1.1 **The objectives that the Authority wishes to achieve through the Project include:**

(a) Establish a technically robust and cost-effective biogas purification and compression system that meets required specifications for CBG Output that meets the IS 16087:2016 standards for CBGofftake, suitable for pipeline injection or bottling as per the standards and specifications as provided in the Agreement.

(b) Ensure full-cycle handling and conversion of Raw Biogas generated from sludge digestion at the identified STPs, through integrated systems including desulfurization, dehumidification, enrichment, pressurization, and storage infrastructure.

(c) Facilitate sustainable revenue generation for Authority through ensured, methane rich CBG Output

(d) Leverage private sector expertise and financing under PPP model to minimize public capital outlay and ensure performance-linked service delivery over the Concession Period.

(e) Enable environmental benefits through methane capture and fossil fuel substitution, thereby contributing to greenhouse gas (GHG) mitigation.

(f) Standardize system operations and monitoring, ensuring adherence to performance-based KPIs, safety protocols and quality control throughout the Concession Period.

1.2 **Project description**

The main features of the Project are set out below:

(a) The Authority will grant to the Concessionaire a license to use the Project Site and the raw bio-gas generated in the STP to design,build, finance, supply, install, operate, maintain and transfer the Plant Infrastructure, and ensure that the Concessionaire enjoys peaceful unencumbered access to and possession of the Project Site during the term of the Agreement.

(b) The Concessionaire will design, construct, operate and maintain the Plant Infrastructure, in accordance with the Agreement.

(c) The Concessionaire will be required to achieve the COD (Commercial Operation Date) of the Plant Facility within 12 (twelve) months of the Effective Date and shall operate and maintain Plant Facility for the Concession Period of 20(twenty) years thereafter in accordance with the terms of the Agreement.

(d) The Authority shall, or cause its STP Contractors to, deliver Raw Biogas to the Concessionaire for processing at the Plant Facility.

(e) On each day during the O&M Period, the Concessionaire shall be capable of accepting, handling and processing the Raw Biogas up to the Design Capacity to produce the CBG Output.

(f) The Concessionaire shall supply and deliver the CBG Output to any Offtaker.

(g) The Concessionaire shall hand back the Project Site and the Plant Infrastructure upon expiry or early termination of the Agreement, in accordance with the Hand-back Conditions and the Hand-back Requirements specified in the Agreement.

(h) From COD, the Concessionaire shall pay the Authority the Processing Fee for each MMBTU of Raw Biogas for handling and processing at the Plant Facility in accordance with the Agreement.

(i) Prior to the Effective Date, the Authority will appoint an Independent Engineer who will supervise the implementation and operation of the Project, in accordance with the Agreement.

1.3 The Authority is now inviting interested Bidders to submit Bids to implement the Project.

1.4 The Selected Bidderis required to incorporate a special purpose vehicle (i.e., the Concessionaire) to implement the Project and such special purpose vehicle and the Authority will execute the Agreement, in the format provided by the Authority.

1.5 The statements and explanations contained in this RFP are intended to provide the Bidders with an understanding of the subject matter of this RFP and the Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:

(a) the scope of the rights and obligations of the Concessionaire, which will be set out definitively in the Agreement; or

(b) the Authority's right to alter, amend, change, supplement or clarify the rights and obligations of the Concessionaire or the terms and conditions that will be set out in the Agreement, in accordance with this RFP.

Consequently, any omissions, conflicts or contradictions between this RFP and the Agreement are to be noted, interpreted, and applied appropriately to give effect to this intent. The Authority will not entertain any claims on account of such omissions, conflicts, or contradictions.

1.6 **Type of Contract**

The Bid documents, type of contract, and method of payment, whether prices are fixed or adjustable, and the time for completion are indicated in thisRFP and the Agreement.

1.7 **Site information**

General information on the site, transportation, project layout, expected construction period, facilities, services provided by the Authority, and other relevant data is attached to the Agreement.

2. BRIEF DESCRIPTION OF THE BID PROCESS

2.1 The Authority has adopted single stage two cover bid system in accordance with Rule 28 of the Karnataka Transparency in Public Procurements Rules, 2000 for identification of the Selected Bidder for award of the Project, which is divided into two sub-stages.

2.2 The Bid Process will be conducted by way of KPPP. The Bidders shall download the RFP from the KPPP.

2.3 The RFP shall appear on the KPPP and shall be available only until the specified time on the Bid Due Date. The Authority is not responsible for the completeness of the RFP if it is not downloaded directly from the KPPP.

2.4 Each Bidder is required to submit a single Bid, which should consist of: (a) the Technical Proposal; and (b) the Financial Proposal. The Technical Proposal and

Financial Proposal should be prepared and submitted in accordance with the instructions contained in this RFP.

2.5 **Evaluation Stages**

TheevaluationoftheBidswillbecarriedoutin2 (two)sub-stages:

(a) The first sub-stage (**First Cover**) will involve qualification of the Bidders based on the evaluation of their Technical Proposals to determine compliance with the Eligibility Criteria and the Qualification Criteria in accordance with Clauses 3 and 4. Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Criteria will be qualified for the next sub-stage.

(b) The second sub-stage (**Second Cover**) will involve evaluation of the Financial Proposals of those Bidders whose Technical Proposals meet the requirements set out in this RFP, to identify the Selected Bidder for the Project.

2.6 The Bids must be valid for a period that is not less than 180 (one hundred and eighty) days from the Bid Due Date.

2.7 Bidders will be required to provide the Earnest Money Deposit along with their Bids in accordance with Clause 15 of the RFP.

2.8 **Authority's obligations**

(a) The Authority shall authorize a Project Site visit for up to 3 (three) representatives of each Bidder on the date set out in the Bid Schedule. In addition to this Project Site visit, Bidders may inspect the Project Site, after obtaining approval from the Authority at least 5 (five)days prior to such proposed inspection, to evaluate the scope of the Project in greater detail, and carry out, at their own cost, such studies as may be required to submit their respective Bids.

(b) The Authority shall facilitate the inspection of the quality and characteristics of Raw Biogas by the Bidders, including, providing access to samples of Raw Biogas and/or facilitating/ approving a visit to the site where the Raw Biogas is stored. Bidders shall have the opportunity to evaluate the quality of the Raw Biogas in greater detail, and carry out, at their own cost, such studies as may be required in order to aid their Bid submission.

2.9 It will be assumed that the Bidders have accounted for all relevant factors, including technical data, the Project Site conditions, climate, weather conditions, availability of power (including the requirement of any power back-up), water and other utilities for construction of the Facilities, access to the Project Site, handling and storage of materials, Applicable Laws, and Applicable Permits while submitting their Bids. The Bidders will be deemed to have full knowledge of the Project, including the scope of activities required to be undertaken by the Bidders to undertake the Project irrespective of whether they have carried out such inspection or not.

2.10 **Bid Parameter**

Each Bidder is required to quote, in its Financial Proposal, the Processing Fee. The Processing Fee to be quoted by Bidders in their Financial Proposals (on the KPPP) must be a whole number without any decimal places.

2.11 Subject to Clause 7.1(e), generally, the Preferred Bidder shall be the Selected Bidder.

2.12 All Bids are required to be prepared and submitted in accordance with the terms of this RFP on or before the Bid Due Date.

2.13 **Karnataka Public Procurement Portal (KPPP)**

(a) The Bid Process will be conducted by way of e-tendering. In order to participate in the Bid Process, a Bidder must procure a digital signature certificate and register on the KPPP using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by the Controller of Certifying Authorities, GoI.

(b) In case of a Consortium ,the Lead Member must register with the KPPP, using the digital signature certificate issued in the name of the authorised signatory of the Lead Member.

(c) The Bidders are encouraged to visit the KPPP to acquaint themselves with the process of submitting their Bids online.

(d) For the purposes of determining the cut-off time for submission of queries and Bids, the central server time displayed on the clock on the KPPP will be followed by the Bidders and the Authority.

2.14 Anyqueriesorrequestsforadditionalinformationrelatingtothis RFPshouldbesubmitedon the KPPP orsenttotheAuthoritybye-mailtocep@bwssb.gov.inonorbeforethe time and date specified in the Bid Schedule. The communications must clearly bear the following subject line – "Tender Ref. XXXXXX PPP-based biogas project at BWSSB STP sites".

2.15 The Authority shall endeavor to adhere to the following Bid Schedule:

S. No.	Event	Date/Time/Location
1.	Issue of RFP and the Concession Agreement	05.06.2026
2.	Project Site visit including Raw Biogas inspection	From 05.06.2026 to 15.05.2026
3.	Pre-Bid Meeting	16.06.2026 at 14.30 hours IST at , Office of CE(IP, R&D), 3rd floor Cauvery Bhavan , K.G Road, Bangalore 560009
4.	Last date for receiving queries from Bidders	16.06.2026
5.	Date for issuing responses to queries from Bidders and issuance of Addendum/revised RFP and/or Agreement	Before 06.07.2026

6.	Bid Due Date	06.07.2026
7.	Opening of Technical Proposals	07.07.2026 at 16.00 hrs
8.	Notification of Bidders who have met the Eligibility Criteria and Qualification Criteria	Will be intimated to the qualified bidders
9.	Opening of Financial Proposals	Will be intimated to the qualified bidders
10.	Issuance of LOA	Subsequent to Approval from the Board
11.	Signing of the Agreement	As per KTPP Procedure

SECTION II: ELIGIBILITY AND QUALIFICATIONS CRITERIA

3. ELIGIBILITY OF BIDDERS

3.1 Nature of Bidder

A Bidder may be a Company or a Consortium.

(a) If a Bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:

(i) the number of Members in such Consortium shall not exceed 2 (two);

(ii) the Bid submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member;

(iii) the Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney from each Member of the Consortium and will be in the format set out in **Annexure 3B**. The Lead Member will have the authority to represent and bind all the Members during the Bid Process and, if the Consortium is identified as the Selected Bidder, execute the Agreement on behalf of the Consortium; and

(iv) the Consortium is required to submit a binding and enforceable joint bidding agreement, in the format set out in **Annexure 6**, and the Members will not be permitted to amend or terminate the joint bidding agreement, at any time during the validity of the Bid without the prior consent of the Authority.

3.2 Lock-in Restrictions and Change in Control

3.2.1 If a Bidder (whether a single entity or Consortium) is identified as the Selected Bidder, it is required to incorporate a special purpose vehicle (i.e., the Concessionaire) to implement the Project

3.2.2 The Selected Bidder shall hold at least: (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.

3.2.3 If the Selected Bidder is a Consortium, then the Members are required to comply with the following conditions with respect to the Concessionaire:

(a) the Consortium shall cumulatively hold at least (i) [51% (fifty one percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period;

(b) without prejudice to Clause 3.2.3(a) above,

(i) the Lead Member shall hold not less than [26% (twenty six percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period; and

(ii) each Members, whose Technical Capacity, Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than [15% (fifteen percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.

3.3 If after submission of the Bid and before COD, any Member, whose credentials have been taken into consideration for determining Technical Capacity or/and Financial Capacity, ceases or will cease to be such Member, then, such Bidder

or Member shall seek the approval of the Authority for such occurrence. If the Authority is of the view that such occurrence is likely to affect the Technical Capacity or/andFinancial Capacity of the Bidder adversely, then the Authority may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOA or treat such occurrence as a Concessionaire event of default in accordance with the Agreement. While the Authority will not unreasonably withhold or delay such approval, the decision of the Authority will be final in this regard. This Clause is without prejudice or limitations to any other right or remedy that the Authority may have under the RFP, the Agreement or applicable laws.

3.4 Conflict of Interest

3.4.1 A Bidder shall not have a conflict of interest (Conflict of Interest). A Bidder shall be considered to have a Conflict of Interest if the Bidder (and in case of a Consortium, any Member):

(1) is under common Control with any other Bidder, its Member; or

(2) has direct or indirect shareholding or other ownership interest in any other Bidder or its Member; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member in the other Bidder or its Member is less than [5% (five per cent)] of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, sovereign wealth fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act,2013; or

(3) receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders; or

(4) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this Project; or

(5) has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Authority regarding the Bid Process; or

(6) submits more than one Bid for the Project. This will result in the disqualification of all such Bids submitted by the Bidder; or

(7) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project; or

(8) has engaged any legal, financial or technical advisor of the Authority in relation to the Project for any matters related to or incidental to the Project. Provided that this disqualification shall not apply where such advisor was engaged by the Bidder or Member but such engagement expired or was terminated 6 (six) months prior to the issuance of this RFP or where such

advisor is engaged by the Selected Bidder/Concessionaire 1 (one)year after the COD or where such advisor provides any financial assistance to the Concessionaire for the Project.

3.5 **Fraud and Corruption**

(a) The GOK requires that the Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the procurement and execution of such contracts. Notwithstanding anything to the contrary contained in this RFP, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

(b) Without prejudice to the rights of the Authority under Clause 3.5(a) above, in the event that a Bidder is found by the Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any Bid or request for qualification issued by the Authority and blacklisted.

(c) For the purposes of this Clause 3.5, the following terms will have the meanings given to them below:

(i) **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to the Project or arising from it, before or after its execution,

(ii) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

(iii) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;

(iv) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 3.4); and

(v) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

3.6 **Other Eligibility Criteria**

(a) Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka (**GoK**).

(b) If a Bidder, including any Member whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project, has been barred and blacklisted by the GoKfrom participating in any project or being awarded any contract and the bar subsists on the Bid Due Date, then such Bidder will not be eligible to submit a Bid.

(c) In the 5 (five) Accounting Years immediately preceding the Bid Due Date, the Bidder, including any Member whose Technical Capacity or/and Financial Capacity is being relied upon to qualify for award of the Project has not: failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member, as the case may be has been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or

(i) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member, as the case may be.

(ii) been blacklisted from any project or contract by the GoI or any state government, or its instrumentalities.

(iii) If a Bidder or Member has entered into a contract for operation of the KPPP, which is currently valid and subsisting, then such Bidder will not be eligible to submit a Bid.

(d) Bidders will provide such evidence of their continued eligibility as the authority may request at any time during or after the bid process.

4. QUALIFICATION CRITERIA

The Bidders should satisfy the following minimum technical criteria and financial criteria set out in **Clause 4.1 and Clause 4.5** respectively (**Qualification Criteria**), which will constitute the Technical Proposal; to qualify for evaluation of the Financial Proposals:

4.1 Technical Criteria

To demonstrate its technical capacity and experience (**Technical Capacity**), the Bidder must have the following experience in order to be eligible to have its Financial Proposal evaluated:

4.1.1 General Construction Experience

(1) The Bidder should have developed at least one (1) public infrastructure project including wastewater treatment plant, biogas production facility or similar such plants/ facilities (treatment of different feedstock or purification/compression of biogas to CBG/ CNG)in the last 5 (five) Accounting Years i.e., 2021-22, 2022-23, 2023-24, 2024-2025, 2025-2026.

In each case, compliance must be evidenced by a certification provided by the relevant government authority/client, in the format set out in**Annexure 5A**.

4.1.2 Particular Experience

(1) Construction experience: The Bidder should have experience in the development/ design, and construction of a biogas handling facility in the 5 (five) years preceding the Bid Due Date (2021-22, 2022-23, 2023-24, 2024-2025, 2025-2026.) and shall have successfully completed design,

procurement, supply, installation, construction, testing and commissioning of:

(a) at least

- One (1) facility of 5,000 cubic meter/ day capacity or costing INR 62 Crore, or
- Two (2) facilities of 4,000 cubic meter/ day capacity or each costing INR 31 Crore, or
- Three (3) facilities of 3,000 cubic meter/ day capacity or each costing INR 21 Crore

Any biogas facility that a Bidder (single entity) / Lead Member/ Member seeks to rely on to demonstrate construction experience under this Clause 4.1.2(1) must meet the following criteria shall be:

(i) Successfully operational for at least 365 (three hundred sixty-five) within the 5 (five) years preceding the Bid Due Date.

(ii) Operated in accordance with the relevant concession agreement or a similar contract executed for such facility(ies).

(iii) Developed, designed, and constructed to comply with CBG Output standards equivalent to or better than the standards set out in the Bureau of Indian Standards BIS 16087:2016.

In each case, compliance must be evidenced by a certification provided by the relevant government authority/client, in the format set out in **Annex 5C of the RFP.**

(2) O&M Experience: In the 5 (five) years preceding the Bid Due Date (2021-22, 2022-23, 2023-24, 2024-2025, 2025-2026), the Bidder shall have successfully operated and maintained a bio gas handling facility either:

- One (1) facility of 5,000 cubic meter/ day capacity, or
- Two (2) facilities of 4,000 cubic meter/ day capacity, or
- Three (3) facilities of 3,000 cubic meter/ day capacity

Any Bio gas facility that a Bidder seeks to rely on to demonstrate O&M experience under this Clause 4.1.2(2) should have been operated and maintained to comply with the CBG Output standards equivalent to, or better than, the standard for CBG set out in the Bureau of Indian Standards BIS 16087:2016,(collectively, the O&M Capacity)

In each case, compliance must be evidenced by a certification provided by the relevant government authority/client, in the format set out in **Annexure 5D**

4.1.3It is clarified that:

(i) The experience certificates and supporting contract documents shall demonstrate that the scope of the Bidder included the relevant design/ development, construction, or O&M experience in each case.

(ii) Extension/ upgradation/ renovation of a bio gas facility will not be considered as fulfilment of the above qualification criteria.

(iii) The Bidder must demonstrate both design/development, construction, and O&M experience specified in Clause 4.1.2 above to be technically qualified for evaluation of the Financial Proposals.

(iv) To claim development/design and construction experience, the entity claiming experience should have been appointed as the principal contractor i.e., the contractor hired directly by the owner of the project/entity developing the relevant bio gas facility and any other subcontractor experience is not permitted for claiming Technical Capacity.

(v) If any project used to demonstrate Technical Capacity was undertaken by the Bidder or any Member through an unincorporated joint venture, consortium or partnership, that project will be considered as experience of the Bidder or Member for the purposes of this section only if the capital expended by the Bidder or Member or payments received by the Bidder or Member, prior to the Bid Due Date, was at least 26% (twenty six per cent) of the total project/contract value, as evidenced by a statutory auditor's certificate.

(vi) In case the Bidder is a Consortium, if the Bidder seeks to demonstrate construction experience of facilities on the basis of more than 1 (one) such facility, then each of the facilities (as applicable) should have been developed by the same Member.

(vii) In case of a Consortium, the construction experience of the facilities set out in Clause 4.1.2(1), may be demonstrated by one Member and the O&M experience of the facilities, set out in Clause 4.1.2(2), may be demonstrated by a different Member.

(viii) In case of a Consortium, if the Consortium seeks to demonstrate O&M experience of facilities on the basis of more than 1 (one) such facility, then each of the facilities (as applicable) should have been operated and maintained by the same Member.

(ix) if the Construction experience as set out in Clause 4.1.2(1), and the Operation and Maintenance experience set out in Clause 4.1.2(2) is being claimed by different Members, then each such Member who demonstrates development/design and construction experience or O&M experience, must hold a minimum of 26% of the total Equity and voting rights of the Concessionaire for at least 3 years post the COD.

(x) Any Experience shall not be claimed by two or more Members of the Consortium. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever. Provided that, the experience taken into assessment will be only of those who contribute a minimum 26% share to the Consortium.

(xi) Subject to Clause 18.2, for certificates claiming technical experience, that are issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if they carry a conforming apostille certificate.

4.2 **Personnel Capabilities**

The Bidder shall make provision for suitably qualified personnel to fill the key positions listed below, as required during contract implementation.

Sl No.	Position	No. of Position	Total Experience (Years)	Minimum Education	In Similar Works (Years)	As manager of similar works (Years)	Remark
1	Concessionaire's Representative	1	10	M – discipline of Engineering	-	3	Required throughout the Concession Period
2	Erection and Commissioning Engineer	1	5	Graduate Engineer	3	NA	
3	Safety Engineer	1	5	Diploma in Industrial Safety Management	2	NA	Required throughout the Concession Period
4	QA/QC Engineer	1	5	Graduate in Mechanical/ Chemical Engineering	2	NA	Required throughout the Concession Period
5	Process Engineer	1	5	Graduate in Chemical Engineering	5	2	Required throughout the Concession Period
6	Electrical Engineer	1	10	Graduate in Electrical Engineering	-	NA	Required throughout the Concession Period
7	Instrumentation Engineer	1	5	Graduate Engineer in Electrical/ Instrumentation	3	NA	
8	Plant O & M Manager	4	5	Graduate in Mechanical Engineeri	3	NA	Required throughout the Concession

Sl No.	Position	No. of Position	Total Experience (Years)	Minimum Education	In Similar Works (Years)	As manager of similar works (Years)	Remark
				ng or Chemical Engineering			Period
9	Support staff (as required)						

as per details provided in the format set out in **Annexure 10**.

NA: Not applicable

Note:The Bidder shall submit an undertaking in a form of an affidavit stating that the Concessionaire shall mobilize personnel for key positions above and other positions for the Project, consistent with the Bidder's Technical Proposal regarding work methods, scheduling and material sourcing and fully in accordance with the requirements stipulated as above.

4.3 **Approach and Construction Methods**

The Bidders shall attach with their Bid, a note giving a general description on the approach to the construction methods, technologies, quality assurance schemes proposed, deployment schedule of equipment proposed to be used, etc., for ensuring completion of the work as per specifications within the desired timeframe.

4.4 **Bid Capacity**

The Bidder who meets the minimum qualification criteria will be qualified only if their available Bid capacity at the time of Bidding is more than the threshold specified herein. The available Bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A*N*1.5-B)>**90Crore**, where

A = Maximum value of works executed in any one year during the last five (5) years (updated to **2025-26** price level) which will take into account the completed as well as works in progress;

B = Value at **2025-26**current price level of the existing commitments and on-going works to be completed during the next 12 months (period of completion of works for which Bids are invited); and

N = Number of years prescribed for completion of the works for which the Bids are invited. (Twelve (12) months including monsoon period.)

The maximum value of works executed in one year during the last five shall be given weight of 10% per year as given below,

Financial Year	Factor
2021-2022	1.46
2022-2023	1.33

2023-2024	1.21
2024-2025	1.10
2025-2026	1.00

as evidenced by details provided in the format set out in **Annexure 5E**.

4.5 **Financial Criteria**

The Bidder must meet each of the financial qualification criteria specified in this Clause 4.5 (**Financial Capacity**).

(a) The Bidder's net worth (as per the annual financial statements), for the best two years out of last 5 (five) Accounting Years preceding the Bid Due Date should be at least INR 100 (One Hundred) Crore (**Net Worth**), as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member), whose Financial Capacity is being relied upon. *As evidenced by details provided in the format set out in* **Annexure 4.**

(b) If the Bidder is a Consortium, then the Net Worth, as specified in Clause 3.2.3 above and may be demonstrated cumulatively, i.e., the Consortium as a whole can meet the requirement. Provided that, if the Bidder is subsequently declared the Selected Bidder, then the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than [26% (twenty six per cent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.

(c) The calculation of the Net Worth must be based on the unconsolidated audited annual accounts in case of a Bidder.

Provided that, if such Bidder is chosen as the Selected Bidder, the Bidder will submit the audited accounts for the period for which it submitted a chartered accountant certificate to certify the Net Worth prior to the Appointed Date. If the Net Worth according to such audited accounts does not meet the minimum Net Worth criteria, as the case may be, required in Clause 4.5(a) and 4.5(b) respectively, then the Authority shall have the right to treat such event as a Concessionaire event of default and terminate the Agreement.

(d) Subject to this Clause 4.5(e), the calculation of Net Worth must be based on the audited annual accounts of the Bidder for the preceding Accounting Years. If the annual accounts for the Accounting Year immediately preceding the Bid Due Date are not audited, the Bidder shall provide the provisional annual accounts for such Accounting Year. If the Bidder is unable to submit its provisional accounts for such Accounting Year, the Bidders may submit the audited annual accounts for the Accounting Year immediately preceding the last Accounting Year.

(e) If the Bidder has submitted provisional annual accounts for the last Accounting Year or audited annual accounts for the Accounting Year immediately preceding the last Accounting Year in accordance with this Clause 4.5(f), the Bidder shall also submit an undertaking to the effect that:

(i) if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the Accounting Year immediately preceding the Bid Due Date prior to the Appointed Date; and

(ii) the Net Worth as per such audited annual accounts shall meet the minimum Net Worth criteria required in Clause 4.5 (a) and 4.5 (b) respectively.

(f) If the Selected Bidder has submitted provisional accounts for the Accounting Year immediately preceding the Bid Due Date or audited annual accounts for the Accounting Year preceding the last Accounting Year with its Bid and submitted the audited accounts for the last Accounting Year prior to the Appointed Date, and as per such audited annual accounts, the Selected Bidder does not meet the minimum Net Worth criteria as required in Clause 4.5 (a) or 4.5 (b), then the Authority shall have the right to treat such event as a Concessionaire event of default and terminate the Agreement.

(g) The Bidder (and in case of a Consortium, any Member) of whose Financial or Technical Capacity is being relied upon is not affected by and has not been affected by any of the following events, conditions or circumstances in the [5 (five)] Accounting Years immediately preceding the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member) :

(i) has not been categorized as a willful defaulter in accordance with the Applicable Laws; or

(ii) has not been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016; or

(iii) has not entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or

(iv) has not been declared by a court or other competent authority as being unable to pay its debts, or having had the repayment of its debts suspended.

(h) The Bidder (and in case of a Consortium, any Member of the Bidder whose Financial or Technical Capacity is being relied upon) has not been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

(i) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the relevant entity or any of its directors, partners, trustees, officers or managers; or

(ii) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

(i) The Bidder should have generated minimum annual turnover of INR 182 Crores in any 2 (two) Accounting Years in the last 5 (five) Accounting Years (2022-22 to 2025-26) as evidenced by details provided in the format set out in Annexure 5B.

Provided that the Turnover for previous Accounting Years shall be given a weight of 10% per year as given below.

Financial Year Factor

2021-2022	1.46
2022-2023	1.33
2023-2024	1.21
2024-2025	1.10
2025-2026	1.00

4.7 **Liquid Assets/ Credit Facilities**

The Bidder should demonstrate liquid assets or availability of credit facilities of not less thanINR 27 crores (generally equivalent to the estimated cash flow requirement for three months during the peak construction period). This shall be supported by a Banker's Certificate issued by a scheduled bank.Form no. 4D.

4.6 **Litigation History**

The Bidder shall provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last 5 (five) years. A consistent history of awards against the Bidder may result in rejection of the Bid. The Bidder shall also provide the details of any litigations with Authority.

The Bidders shall provide the details of such litigation as per **Annexure 9**.

SECTION III: INSTRUCTION TO BIDDERS

PART A. GENERAL

5. SCOPE OF RFP

5.1. The Authority wishes to receive Bids in accordance with this RFP for award of the Project.

5.2. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform the Authority prior to the bid due date. The Authority will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity, or contradiction arises between the terms of the RFP and the Agreement in relation to:

(b) the Bid Process, the provisions of the RFP shall prevail; and

(c) the scope of services or any other terms or conditions of the Agreement, the provisions of the Agreement shall prevail.

6. ACKNOWLEDGEMENT BY THE BIDDER

6.1. It shall be deemed that by submitting the Bid, the Bidder has:

(a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Authority under this RFP and the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;

(d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, or a ground for termination of the Agreement;

(f) satisfied itself regarding the suitability of the site conditions to undertake the Project;

(g) satisfied itself regarding the availability and suitability of potential offtake arrangements for the CBG Output; and

(h) agreed to be bound by the undertakings provided by it under and in terms of this RFP.

6.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

7. RIGHTS OF THE AUTHORITY

7.1. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;

(c) retain any information, documents and/or evidence submitted to the Authority by and/or on behalf of any Bidder;

(d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;

(e) reject any Bid, if:

(i) at any time, a material misrepresentation is made or uncovered;

(ii) the Bidder in question does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid; or

(iii) the Authority finds any Bid to be unreasonable, impractical or unviable.

(f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.

If the Authority annuls the Bid Process and rejects all Bids, it may in its sole discretion invite fresh Bids for the Project.

7.2. If the Authority exercises its right under this RFP to reject a Bid and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then the Authority reserves the right to annul the entire Bid Process and invite fresh tender in accordance with Applicable law and the terms it may deem appropriate.

7.3. If it is found during the Bid Process, at any time before signing the Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified.

If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Authority to the Selected Bidder.

7.4. Upon any disqualification, cancellation, or termination in accordance with this Clause 7, the Authority will not be liable in any manner whatsoever to the Bidder. Additionally, the Authority will have the right to forfeit and appropriate the Earnest Money Deposit or, as the case may be, appropriate an equivalent amount from the Performance Security if the Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Authority as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that the Authority may have under the RFP, the Agreement or applicable laws.

8. **CLARIFICATIONS ON THE RFP**

8.1. Clarifications and Queries

(a) If a Bidder requires any clarification on or has any query in relation to the RFP, it should submit such query or request for clarification on the KPPP or via email to **cep@bwssb.gov.in**. All queries or clarification requests should be received on or before the date and time mentioned in the Bid Schedule.

(b) The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, the Authority reserves the right to not respond to any query or provide any clarification, in its sole discretion. The Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on the KPPP.

(c) The Authority may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Should the Authority deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under Clause 9.

(d) It shall be the responsibility of the Bidders to check the KPPP for the response to the queries or requests for clarifications. The Authority may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.

(e) Verbal clarifications and information given by the Authority or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

8.2. Pre-Bid Meeting and Site Visit

(i) All interested Companies shall be invited to attend the Pre-Bid Meeting on the date, time and place mentioned in the Bid Schedule. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.

(ii) All interested Companies may nominate up to [2 (two)] authorised representatives to participate in the Pre-Bid Meeting, by confirming the participation of its authorised representatives at the Pre-Bid Meeting at least [5 (five)] days prior to the date of the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to: [cep@bwssb.gov.in].

(iii) During the course of the Pre-Bid Meeting, attendees will be free to seek clarifications and make suggestions to the Authority.

(iv) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of an interested Company from participating in the Bid Process.

(v) The Authority will allow a Project Site visit on the day set out in the Bid Schedule. Bidders interested in participating in this Project Site visit must

confirm their attendance at least [3 (three)] days prior to the date of the Project Site visit by sending an email to [cep@bwssb.gov.in]. A maximum of [3 (three)] representatives for each Bidder shall be allowed to attend the Project Site visit.

(vi) In addition to the Project Site visit the Bidders may also carry out such Project Site inspections as may be required to submit their Bids at any time prior to the Bid Due Date. The Authority shall facilitate such Project Site visits provided that the Bidder gives the Authority at least [2 (two)] days' prior written notice of its intention to visit the Project Site.

(vii) The Authority will authorize an inspection of the Raw Biogas on the day set out in the Bid Schedule. Interested Bidders must confirm their attendance at least [3 (three)] days prior to the date of the inspection by sending an email to [cep@bwssb.gov.in]. A maximum of [3 (three)] representatives for each Bidder shall be allowed to attend the inspection.

9. AMENDMENT OF THE RFP

9.1. Up until the date that is mentioned in the Bid Schedule, the Authority may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing, amend the RFP by issuing an Addendum or an amended RFP and amended draft Agreement.

9.2. All Addenda/amendments will be issued on the KPPP.

9.3. The Bidders are required to read the RFP with any Addenda/amendments that may be issued in accordance with this Clause 9.

9.4. Each Addendum/amendment will be binding on the Bidders.

9.5. Any oral statements made by the Authority or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP.

9.6. The Authority will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Bid. The Authority assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

10. AVAILABILITY OF INFORMATION

10.1. The information relating to or in connection with the Project, the Bid Process and this RFP, including all notices issued by the Authority to all Bidders in accordance with this RFP; queries and responses or clarifications and any Addenda will be uploaded on the KPPP.

10.2. All such information will be made available for review by the Bidders until the Bid Due Date.

10.3. If a Bidder faces any technical issue or technical error in accessing the KPPP, the Bidder may seek assistance from the KPPP portal.

11. CORRESPONDENCE WITH BIDDERS

11.1 Save as expressly provided in this RFP, the Authority will not entertain any correspondence with the Bidders, whether in connection with the

acceptance or rejection of their Bids or otherwise.

12. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

12.1. Proprietary Data

AlldocumentsandotherinformationprovidedbytheAuthorityorsubmittedbyaBidder tothe Authority will remain or become the property of the Authority, as the case may be. Bidders should not use any information provided by the Authority in connection with the Bid Process for any purpose other than for preparation and submission of their Bids.

12.2. Confidentiality Obligations of the Authority

The Authority will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. The Authority may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:

(a) Such publication is contemplated under this RFP;

(b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authority or the Bidder on matters arising out of or in connection with the Bid Process;

(c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;

(d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or

(e) in connection with any legal process.

13. GOVERNING LAW AND JURISDICTION

13.1. Governing Law

The Bid Process, this RFP and the Bids shall be governed by, and construed in accordance with the laws of India.

13.2. Exclusive Jurisdiction

The competent courts at Bengaluru, Karnataka shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Bids.

14. BID VALIDITY

14.1. Bids shall remain valid for a period not less than 180 (one hundred and eighty)days or if extended as per discretion of the tender calling Authority. A Bid valid for a shorter period shall be rejected by the Authority as being non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original time limit, the Authority may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in the KPPP.A Bidder may choose to accept or reject the Authority’s request for extension of the Bid validity period. If the Bidder does not accept the Authority’s request for extension of the Bid validity period, then the Authority will return the Earnest Money Deposit of such Bidder no later than [90 (ninety)] days after the expiry of the original Bid validity period.

PART B. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY

15. EARNEST MONEY DEPOSIT

15.1 The Bidder shall furnish as part of its Bid, an Earnest Money Deposit for an amount equivalent to **INR 77 Lakh (Indian Rupees Seventy Seven Lakhs).**

15.2 The Bidders whose EMD submitted in previous bids has been forfeited shall not be eligible to participate in the Bid.

15.3 The Bidder shall pay the Earnest Money Deposit as set out in Clause 15, in the KPPP using any of the following modes:

(a) Direct Debit using internet banking (online payment)

(b) NEFT (online payment)

(c) Over the Counter (OTC)

15.4 The Earnest Money Deposit of the unsuccessful Bidders will be returned by the Authority no later than [90 (ninety)] days after the expiry of the Bid validity period, or the period extended by the Authority by issuance of Addenda or Corrigenda.

15.5 The Earnest Money Deposit of the Selected Bidder will be returned by the Selected Bidder furnishing the Performance Security, in accordance with Clause 16.

15.6 The Earnest Money Deposit shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(a) If a Bidder engages in corrupt,fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.5;

(b) if a Bidder is disqualified in accordance with, Clause 3.2 (Lock-in Restrictions and Change in Control), Clause 3.4 (Conflict of Interest), Clause 3.6 (Other Eligibility Criteria), and Clause 7 (Rights of the Authority);

(c) if a Bidder withdraws its Bid; or

(d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:

(i) sign and return, as acknowledgement, the duplicate copy of the LOA, in accordance with Clause 30;

(ii) furnish the Performance Security, in accordance with Clause 16;

(iii) fulfil any other condition precedent to the execution of the Agreement; or

(iv) fails to execute or cause the Concessionaire to execute the Agreement, in accordance with Clause 33.

15.7 The Bidder shall be ineligible for submitting any Bid or to enter into any Contract with the Authority for the period of time of 12 months from the date of notification, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(a) have withdrawn their bid during the period specified herein;

Or

(b) having been notified of the acceptance of our Bid by the Authority during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security.

16. PERFORMANCE SECURITY

16.1 The Selected Bidder shall furnish to the Authority a Performance Security of INR 5Crores (Indian Rupees Five Crores only), on or before the execution of the Agreement, to secure the obligations of the Concessionaire under the Agreement (the Performance Security).

16.2 The Selected Bidder shall provide the Performance Security in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by a Nationalized or Scheduled Bank. The Performance Security shall be issued in favor of "Chief Engineer (IP,R&D), BWSSB", through the Authority payable at Bangalore and in the format set out in the Agreement.

16.3 If the Selected Bidder fails to furnish the Performance Security in accordance with this Clause 16 within the period specified in the LOA, then the Authority shall have the right to appropriate the Earnest Money Deposit of the Selected Bidder which shall be forfeited in accordance with Clause 15.6.

PART C. PREPARATION AND SUBMISSION OF BIDS

17. NUMBER OF BIDS

Subject to Clause 17, a Company shall be permitted to submit only 1 (one) Bid for the Project, either individually or as a Member of a Consortium. A Company applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any other Consortium, as the case may be. A Company which submits or participates in more than 1 (one) Bid for the Project shall cause all the Bids with the Company's participation to be disqualified.

18. LANGUAGE OF BIDS AND CORRESPONDENCE

18.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Authority shall be in English.

18.2 Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local language, then the English translation must be certified by an advocate and notarized. If any document submitted by a Bidder is in a foreign language, then the English translation must be certified by the embassy/consulate/high commission of the relevant foreign country in India or the Ministry of Foreign/External Affairs or any other relevant ministry empowered to certify such English translations in the foreign country where the project is situated. Supporting materials which are not translated into English or certified/notarized in accordance with this Clause 18.2 may not be considered by the Authority.

19. BID DUE DATE

19.1 The Bid shall be submitted on or before the date, time and at the place specified in the Bid Schedule.

19.2 The Authority may, at its discretion and for any reason, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 9, in which case all rights and obligations of the Authority and the Bidders will thereafter be subject to the Bid Due Date as extended.

19.3 Bids received by the Authority after the specified time on the Bid Due Date will not be eligible for consideration and will be summarily rejected.

20. DOCUMENTS COMPRISING THE BID

20.1 The bid submitted in e-procurement by the Tenderer shall contain the documents as follows:

(a) Evidence of Earnest Money Deposit payment;

(b) Scanned copies of Updated Prequalification Information as per formats given in the RFP

(c) copy of the RFP and Draft Concession Agreement duly signed by the Bidder;

(d) Price Schedule separately uploaded;

(e) Declaration Formats as indicated in Bid document;

ALL THE PHOTOCOPIES OF THE DOCUMENTS SHOULD BE NOTARISED.

21. **TECHNICAL PROPOSAL**

21.1 The Technical Proposal submitted by a Bidder shall comprise the following:

(a) bid letter in the format set out in **Annexure 1**;

(b) description of the Bidder/Members in the format set out in **Annexure 2;**

(c) power of attorney in the format set out in **Annexure 3A**, executed by the Bidder or the Lead Member authorizing the signatory of the Bid to commit the Bidder;

(d) power of attorney from each Member of the Consortium for the appointment of Lead Member set out in **Annexure 3B.**

(e) statement of legal capacity set out in **Annexure 3C;**

(f) certificate issued by the statutory auditor of the Bidder or Member, in the format set out in **Annexure 4**, certifying the Net Worth of the Bidder or Member, as the case may be, and compliance with other financial qualification criteria specified in Clause 4.2;

(g) details of executed projects in the format specified in **Annexure 5A, 5C and 5D;**

(h) details of annual construction turnover in **Annexure 5B**;

(i) details of bid capacity in **Annexure 5E**;

(j) self-declaration in relation to blacklisting in the form set out in **Annexure 8.**

(k) unconsolidated audited annual accounts of the Bidder (including profit and loss statements) for the Accounting Year immediately preceding the Bid Due Date.

(l) self-attested copies of the certificate of incorporation, memorandum of association and articles of association. If the Bidder is a Consortium, then each Member shall submit self-attested copies of its certificate of incorporation, memorandum of association and articles of association;

(m) Project Approach note: The Bidder shall furnish a concise note of up to 10 pages to demonstrate its understanding of the work to be carried out and the adequacy of the Bidder's proposal to meet the work's requirements and the construction completion time. The Bidder shall also present how it plans to ensure financial closure by the applicable deadline. The purpose of this note is to understand whether the bidder has considered all risks associated in achieving the parameters within the project Scope of Work mentioned.

21.2 If the Bidder is a Consortium, then in addition to the documents set out above, it will be required to submit the following documents:

(a) Power of attorneyin the format set out at **Annexure 3B**, executed by the Members ofthe Consortium authorizing the Lead Member of the Consortium to act on behalf of and commit the Consortium; and

(b) Joint bidding agreement in the format set out at **Annexure 6**.

22. FINANCIAL PROPOSAL

22.1 Bidders are required to populate the Financial Proposal through KPPP only.

22.2 For the purposes of evaluating Financial Proposals, only the Processing Fee quoted by the Bidders will be considered.

22.3 If a Bidder quotes more than 1 (one) figure for the Processing Fee, then the Financial Proposal of such Bidder will be deemed to be non-responsive.

22.4 If the Technical Proposal of a Bidder includes Financial Proposal information, the Bidder will be deemed to be non-responsive.

22.5 If a hard copy of Financial Proposal is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive.

23. COST AND CURRENCY OF BIDS

23.1 The Bidders will bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any presentations which may be required by the Authority, or any other costs incurred in connection with or relating to their Bids, including any costs incurred on conducting any due diligence. All such costs and expenses will be borne by the Bidders; and the Authority, and their employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process

23.2 All amounts in the Bid should be stated in Indian Rupee.

24. SIGNING OF BIDS

Each Bidder (and in case of a Consortium, the Lead Member) must use the digital signature of its authorized signatory while uploading the soft copy of the Technical Proposal to the KPPP.

25. MARKING, SEALING AND SUBMISSION OF BIDS

25.1 The Bids shall be uploaded only through KPPP.

25.2 Each Bidder is required to upload a soft copy/scanned copy of its Technical Proposal (including all the documents listed in Clause 21 above) on the KPPP.

25.3 The Bidder shall be required to fill all mandatory forms and fields indicated in the KPPP at the time of uploading the Technical Proposal.

25.4 The Bidders should ensure the legibility of the documents uploaded to the KPPP

25.5 The Bidder shall upload the Technical Proposal and populate the Financial Proposal format provided on the KPPP sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Bidders on the Bid Due Date. The Authority will not be responsible for any failure, malfunction or breakdown of the electronic system during the KPPP process. In case of failure of the Bidder to upload the same within stipulated time i.e., on or before the Bid Due Date up to 16.00 hours, their Bid will be rejected.

25.6 The Bidder will receive a system generated acknowledgement of its Bid submission to confirm successful uploading of its Bid.

25.7 All Bids uploaded to the KPPP will be encrypted and the encrypted Bids can only be opened by the authorized representatives of the Authority at or after the specified time on the Bid Due Date

25.8 It is clarified that the Bidder will not be required to submit a hard copy of the Technical Proposal (except for hard copies of the original power of attorney), or the Financial Proposal format provided on the KPPP, in which the Bidders are required to quote their Processing Fee, and if a hard copy of the Technical Proposal (except for hard copies of the original power of attorney) or Financial Proposal is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive

25.9 The Bid will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder/Lead Member.

NOTE:

(a) URL of the website for Bid submission through KPPP and address for uploading of Bid Security are as follows:

(i) www.kppp.karnataka.gov.in.

(ii) The Chief Engineer(IP,R&D), BWSSB, 3rd floor, Cauvery Bhavan, KG Road, Bangalore - 560009 Telephone: +91-80- 22945108

(b) The details related to submission of Bids, downloading / uploading of documents or other details are available online in the help wizard, vendor manual & FAQ of above website.

26. SUBSTITUTION AND MODIFICATION OF BIDS

26.1 The bidder may modify, substitute or withdraw its Bid after submission, prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

26.2 For modification of e-Bid, Bidder has to detach its old Bid from KPPP and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at KPPP and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

26.3 No Bid can be substituted or modified by the Bidder on or after the Bid Due Date. If a Bidder submits a modified Technical Proposal and/or Financial Proposal at any time prior to the Bid Due Date, then the Authority shall consider: (i) the Technical Proposal submitted later in time; and (ii) the Financial Proposal with the Best Quote for the purpose of evaluation of Bids.

26.4 Any modification to the Bid or additional information supplied after the specified time on the Bid Due Date, unless such additional information has been expressly sought for by the Authority, will be disregarded.

27. **TECHNICAL PROPOSAL REQUIREMENT: Bidding Formats**

Technical Proposal shall as a minimum shall comprise the following as a minimum.

A. Site Organization

(Site organization should contain the organogram of the staff proposed to be deployed in the site for managing the contract. Separate charts shall be included for the design, construction and operation and maintenance works)

B. Method Statement for Works

Method statement should indicate the approach and methodology to execute each major activities of the project which shall include usage of material, equipment, manpower and other resources. The method statements will indicate the quality assurance and safety procedures envisaged to be followed in the works.

C. Mobilization Schedule

Mobilization schedule will indicate the details of initial mobilization of staff, equipment and materials along with the initial works to be undertaken. The number of staff that would be deployed for the initial period of four month to be indicated. The schedule of deployment of design staff for the design work also should be indicated.

D. Construction Schedule

The physical and financial progress (cash flow) schedule to be given.

E. Personnel

The details of the personnel to be given as per the format given in the document.

F. Equipment

The details of the equipment to be provided to be given in the format. Details of ownership, whether hired or own should be mentioned.

G. Proposed Subcontractors for Major Items of Plant and Services

The details of the subcontractors along with their experience in the proposed work to be given.

H. Time Schedule

Separate schedules shall be indicated in the bid for design, construction and Operation and Maintenance. Various milestone dates to be given in the respective schedules.

In addition to the above, these particular documentsshall be included in the Technical Proposal.

1. General Alignment (GA) Drawing
2. Process and Instrumentation Diagram

3. Process philosophy with detailed description and expected outputs of each process
4. Instrumentation control philosophy
5. Technical Data Sheet for proposed equipment in Form TS1
6. Procurement schedule
7. Construction schedule
8. Construction Management Plan in Form CM1
9. Operations and Maintenance Plan
10. Organisation Charts for Construction and O&M periods
11. Key Personnel proposed during design, construction and operation periods in Forms KP1 and KP2
12. Maintenance requirements
13. Asset replacement Schedule
14. Commercial sales strategy
15. Data management, Accounts and Revenue Management
16. Quality Control Philosophy
17. Health and Safety Protocol in Form HS1

PART D.OPENING AND EVALUATION OF BIDS

28. OPENING OF BIDS

28.1 The Authority shall open only those Bids that are submitted on or before the specified time on the Bid Due Date. If any Bid is received after the specified time on the Bid Due Date, it will be rejected and will be returned unopened to the Bidder.

28.2 The Authority will open the Technical Proposals of all the Bids received, including modifications made pursuant to Clause 26, in the presence of the Bidders or their representatives who choose to attend at the time, date and place specified in the Bid Schedule. In the event of the specified date of Bid opening being declared a holiday for the Authority, the Bids will be opened at the appointed time and location on the next working day.

28.3 The Bidders can view the summary of opening of Bids by logging on to the KPPP.

28.4 The Bidders' names, Earnest Money Deposit (amount, format and validity), the submission of Technical Proposal, declarations, formats etc. and such other information as the Authority may consider appropriate will be announced by the Authority at the opening.

28.5 The Authority will prepare a record of the opening of the Bids that will include, as a minimum, the names of the Bidders from whom Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.

28.6 Once all the Technical Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Technical Proposals is set out in Clause 28.

28.7 Once the Technical Proposals have been evaluated, all Bidders whose Technical Proposals meet the Eligibility Criteria and the Qualification Criteria, will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 29.

28.8 The qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.

28.9 Any information contained in a Bid will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the Bidder.

29. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF TECHNICAL PROPOSALS

29.1 The Authority will examine the Technical Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Technical Proposals are generally in order. If any Bidder is found to be disqualified in accordance with the terms of the RFP or if any Technical Proposal is found to be non-responsive or not meeting the Technical Capacity or

the Financial Capacity, the Bid comprising such Technical Proposal will be rejected by the Authority and not included for further consideration. No request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

29.2 Prior to evaluation of the Technical Proposals, the Technical Proposals will be evaluated to determine responsiveness to the RFP. A Technical Proposal, shall be considered responsive only if:

(a) The Technical Proposal and all documents specified in Clause 21are received in the prescribed formats;

(b) The Bid is uploaded by the specified time on the Bid Due Date;

(c) It is signed, marked and uploaded as stipulated in Clauses 24 and 25;

(d) It contains all the information and documents (complete in all respects)as requested in this RFP; and

(e) It does not contain any condition or qualification.

29.3 The Authority shall then evaluate and determine whether the Bidders who have submitted responsive Technical Proposals satisfy the Eligibility Criteria and the Qualification Criteria set out at Clause 3 and Clause 4 respectively.

29.4 In order to determine whether the Bidder satisfies the Eligibility Criteria set out at Clause 3 and the Qualification Criteria set out at Clause 4, the Authority will review the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder and any additional information which the Authority seeks from the Bidder.

29.5 Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid submitted by such Bidder.

29.6 Upon completion of evaluation of the Technical Proposals, the Authority will notify the qualified Bidders and inform them of the date and time on which their Financial Proposals will be opened. The Financial Proposals of those Bidders who do not qualify will not be opened.

30. EVALUATION OF FINANCIAL PROPOSALS

30.1 The Authority shall open the Financial Proposals of only those Bidders who qualify the Technical Criteria and Financial Criteria set out in Clause 3 and 4 above, at the time to be notified and place specified in the Bid Schedule. If there is only 1 (one) qualified Bidder, the Authority may, at its sole discretion, decide to open this Bidder's Financial Proposal.

30.2 In the presence of the representatives of the qualified Bidders that choose to be present at the opening of the Financial Proposals, the Authority shall open the Financial Proposal of each qualified Bidder and announce the Processing Fee quoted by such Bidder.

30.3 Following the opening of the Financial Proposals, the Authority shall evaluate the Financial Proposals for responsiveness. A Financial Proposal, shall be considered responsive only if:

(a) The Bidder has populated the Financial Proposal form at provided on the KPPP, in accordance with the instructions provided on the KPPP;

(b) the Financial Proposal is not affected by the condition specified in Clause 22 of this RFP.

30.4 The Authority shall notify a qualified Bidder whose Financial Proposal is found to be non- responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.

30.5 The Authority shall, for each qualified Bidder that has submitted a responsive Financial Proposal, tabulate the Processing Fee.

30.6 Once the Processing Fee for each qualified Bidder that has submitted a responsive Financial Proposal has been tabulated, the Authority shall rank the qualified Bidders based on the Processing Fee. The qualified Bidder with the Best Quote will be the Preferred Bidder.

30.7 If the Processing Fee quoted by 2 (two) or more qualified Bidders is the same, then such qualified Bidders will be asked to provide their best and final offer. The best and final offer quoted by the qualified Bidders should be higherthan the original Processing Fee quoted by them and the qualified Bidder offering the most advantageous best and final offer, i.e., the Best Quote (highest) shall be the Preferred Bidder.

30.8 If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Clause 7.2 shall follow.

31. CLARIFICATIONS OF BIDS

31.1 To facilitate evaluation of the Bids, the Authority may, in its sole discretion, seek clarifications and/or any additional information from any Bidder regarding its Bid (including if the Bid is not signed, marked and sealed in accordance with Clauses 24 and 25). Such clarification(s) will be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all responses to such clarification(s) will be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Authority will not be considered.

31.2 If a Bidder does not provide clarifications and/or any additional information sought under Clause 30.1 within the prescribed time, its Bid may be liable for rejection. If the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of the Authority.

32. ABNORMAL BIDS

32.1 An Abnormal Bid is one where the Processing Fee appears to be so high that it raises material concerns as to the capability and knowledge of the Bidder in regard to the requirements to perform as per the Concession Agreement for the quoted Processing Fee, or so low that it does not result in benefits to the Authority as intended (**Abnormal Bid**).

32.2 In the event of identification of a potentially Abnormal Bid, the Authority shall seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to the subject matter of the Concession Agreement, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.

32.3 After evaluation of the price analyses, in the event that the Authority determines that the Bidder has failed to demonstrate its capability to perform

the Project as per the Concession Agreement for the quoted Processing Fee, the Authority shall reject the Bid.

PART E. AWARD OF CONTRACT

33. LETTER OF AWARD (LOA)

33.1 After declaration of the Preferred Bidder, the Authority will, within a time period prescribed by the Authority, issue the LOA to the Preferred Bidder in duplicate:

(a) Declaring it as the Selected Bidder;

(b) Accepting its Financial Proposal;

(c) requesting it to sign and return, as acknowledgement, a copy of the LOA within a prescribedtime period of issuance of the LOA, indicating the date on which it will cause the Concessionaire to execute the Agreement;

(d) requesting it to submit the Performance Security in accordance with Clause16;and

(e) requesting it to incorporate the Concessionaire to implement the Project.

33.2 If the Selected Bidder fails to return a duly signed copy of the LOA to the Authority within the prescribed time period from the issuance of the LOA, then the Authority may, unless it consents to an extension, without prejudice to any of its rights under the RFP or Applicable Laws, disqualify the Selected Bidder, revoke the LOA, and forfeit the Earnest Money Deposit. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

34. EXECUTION OF THE AGREEMENT

34.1 The Authority shall, within a timeline communicated tothe Selected Bidder, provide the Selected Bidder with the final execution draft of the Agreement. The Concessionaire incorporated by the Selected Bidder shall execute the Agreement in the draft form provided by the Authority.

34.2 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Agreement provided by the Authority under Clause 33, the Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

34.3 Subject to Clause 33.2, upon satisfaction of the conditions specified in Clause 33.1 and any other conditions specified in the LOA, the Concessionaire incorporated by the Selected Bidder or the Selected Bidder, as the case may be, shall execute the Agreement within the prescribed time period from the date of issuance of the LOA.

34.4 If the Concessionaire or Selected Bidder, as the case may be, fails to execute the Agreement within the timeline specified in Clause 33.3, the Authority may, unless it consents to an extension, without prejudice to any of its rights under the RFP or Applicable Laws, disqualify the Selected Bidder, revoke the LOA and forfeit the Earnest Money Deposit. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

34.5 If the Authority fails to execute the Agreement within the timeline specified in Clause 33.3 or elects to revoke the LOA (other than due to reasons attributable

to the Selected Bidder), then the Authority shall return the Earnest Money Deposit to the Selected Bidder within an additional [30 (thirty)] day period.

FORMS

Key Personnel

Tenderer should provide the names of suitably qualified personnel proposed to be deployed during design, construction, and O&M periods of the Contract. The data on their experience should be supplied using the Form below for each candidate.

Form KP1: Proposed Key Personnel

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

Form KP2: Resume of Proposed Key Personnel

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Form CMP 1

Construction Management Plan

The Bidder shall submit a construction management plan which addresses as a minimum:

a) Organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
b) subcontractor selection and management;
c) proposals for training all personnel attending site;
d) Stakeholder engagement and consultation;
e) obtaining and managing consents, permits and approvals;
f) site setup proposals including access, accommodation & welfare facilities for workers /
g) Labour, arrangement for plant and material storage;
h) construction phasing proposals including sequence of work and management of conflicting activities;
i) ensuring that geotechnical investigations or other advance works meet the ES requirements;
j) risk management approach for geotechnical and subsurface aspects of the Works;
k) quality management system including a draft of the quality management plan;
l) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
m) preparation, approval and implementation for the Contractor's environmental and social management plan;
n) preparation, approval and implementation for the Contractor's occupational and community health and safety management plan;
o) grievance redress mechanisms;
p) reporting arrangements, including topics (that include ESHS) and timescales
q) arrangements for testing upon completion of the works;
r) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects;

A detailed note should be submitted outlining bidders proposed methodology and program for completion of Works, backed with equipment, materials and manpower planning and deployment, and quality control procedures proposed to be adopted, justifying Bidder's capability for execution and timely completion of the work as per technical specifications.

Form HS1: Code of Conduct .

Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Concessionaire's employees and subcontractors. The Code of Conduct shall ensure compliance with the Environmental, Social, Health and Safety (ESHS) provisions of the contract, including Gender Based Violence/Sexual Exploitation & Abuse requirements, and those as may be more fully described in the Employer's Requirement in accordance with existing regulations of Karnataka.

In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Concessionaire proposes to deal with any breaches.

Form TS 1: Technical Data Sheet

Biogas Purification & CBG Production Plant – BWSSB, Bengaluru
Tender Ref.: _____
Site Name: _____
Date: _____

Note: A separate Technical Data Sheet (TDS) shall be submitted by the Bidder for each individual STP location covered under the tender. The Bidder shall ensure that all technical parameters, equipment capacities, utility requirements, performance guarantees, and system configurations are specifically tailored and filled based on the respective STP capacity, biogas generation rate, and site conditions. Submission of a common or generic TDS for multiple STPs shall not be accepted.

1. Bidder Details

Sl. No.	Description	Bidder Input
1	Company Name	
2	Contact Person & Designation	
3	Tender Reference No.	
4	STP Site Name	
5	Major OEMs / Vendors	

2. Double Membrane Biogas Balloon

Sl. No.	Description	Bidder Input
1	Make / Manufacturer	
2	Storage Capacity (m^3)	
3	Membrane Material	
4	Operating Pressure	
5	Blower Capacity	
6	Foundation Type	

3. H_2S Scrubber System

Sl. No.	Description	Bidder Input
1	Make / Manufacturer	
2	Type of Scrubber	
3	Gas Flow Capacity	
4	Inlet H_2S Concentration	
5	Outlet H_2S Concentration	
6	Removal Efficiency (%)	
7	Vessel Material	
8	Scrubbing Chemical Used	

4. Dehumidification System

Sl. No.	Description	Bidder Input
1	Make / Manufacturer	
2	System Type	
3	Gas Flow Capacity	

4	Outlet Dew Point	
5	Refrigerant Type	
6	Compressor Type	
7	Material of Construction	

5. Activated Carbon Filter

Sl. No.	Description	Bidder Input
1	Make / Manufacturer	
2	Configuration	
3	Outlet H_2S	
4	Carbon Type	
5	Carbon Life	
6	Vessel Material	

6. VPSA System

Sl. No.	Description	Bidder Input
1	OEM / Manufacturer	
2	Technology	
3	Raw Biogas Capacity	
4	Methane Purity Offered	
5	Methane Recovery	
6	Product Pressure	
7	Power Consumption	
8	PLC Make	

7. Membrane Polishing Unit

Sl. No.	Description	Bidder Input
1	Offered (Yes/No)	
2	Make / Manufacturer	
3	Membrane Type	
4	Methane Purity Offered	
5	Methane Recovery	

8. CBG Compressor System

Sl. No.	Description	Bidder Input
1	Make / Manufacturer	
2	Compressor Type	
3	Capacity	
4	Suction Pressure	
5	Discharge Pressure	
6	Motor Rating	
7	Lubrication Type	

9. Online Gas Analyzer

Sl.No.	Description	Bidder Input
1	Make / Model	
2	Analyzer Type	
3	Parameters Measured	
4	Accuracy	
5	Communication Protocol	
6	Safety Certification	

10. PLC-SCADA System

Sl. No.	Description	Bidder Input
1	PLC Make / Model	
2	CPU Configuration	
3	SCADA Software	
4	Historian Storage	
5	HMI Size	
6	Remote Monitoring	

11. Electrical System

Sl. No.	Description	Bidder Input
1	Transformer Rating	
2	DG Capacity	
3	UPS Capacity	
4	Total Connected Load	
5	Earthing Resistance	

13. Gas Safety System

Sl. No.	Description	Bidder Input
1	CH_4 Gas Detector Make	
2	Number of Gas Detectors	
3	Alarm Level	
4	H_2S Detector Details	
5	Flame Arrestor Details	
6	Fire Extinguisher Details	

14. Plant Performance Guarantee

Sl. No.	Description	Bidder Input
1	Methane Purity	
2	Outlet H_2S	
3	Outlet Moisture	

4	CO_2 Content	
5	Methane Recovery	
6	Plant Availability	
7	Power Consumption	
8	Equipment Design Life	

14. Others

If the Bidder considers any additional technical details, equipment specifications, utilities, safety provisions, process enhancements, or operational requirements necessary for safe, efficient, and reliable operation of the Biogas Purification and CBG Plant, the same shall be clearly specified separately along with supporting technical documents, datasheets, drawings, and justifications. Any such additional provisions offered by the Bidder shall be deemed to be included within the scope of supply and execution without any additional cost implication to the Authority unless specifically stated otherwise in the bid.

Sl. No.	Description	Bidder Input
1		
2		
3		
4		
5		
6		
7		
8		

15. Deviations

Mention any deviations from the technical specification. If no deviations, write “NIL”.

16. Bidder Declaration

We hereby confirm that all information provided in this Technical Data Sheet is true and correct. The offered system complies with BWSSB technical specifications except for deviations specifically mentioned.
Authorized Signatory: _____
Designation: _____
Company: _____
Signature & Seal: _____
Date: _____

FORM NO.4D

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVERDRAFT/CREDIT FACILITIES (ITT 4.9)

BANK CERTIFICATE

This is to certify that M/s _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

-- Sd. --

Name of the Bank
Senior Bank
Manager
Address of the
Bank

ANNEXURES

ANNEXURE 1

FORMAT OF BID LETTER

(on the letterhead of Bidder/Lead Member)

(Refer Clause 21.1 (a) of the RFP)

Date: [•]
Place: [•]

To,

Bangalore Water Supply and Sewerage Board

[***insert address***]

Sub: **Bid for Development of Biogas Purification and Compression Systems at five (5) Sewage Treatment Plants (STPs) under BWSSB jurisdiction across Bangalore, Karnataka on a PPP basis**

Ma'am/Sir,

Please find enclosed our Technical Proposal in respect of the above-mentioned project and complying with the Request for Proposal (RFP) issued by the Bangalore Water Supply and Sewerage Board (**the Authority**) dated [•].

We hereby confirm the following:

1. The Technical Proposal is being submitted by[***name of the Bidder/Lead Member***], who is the Bidder/Lead Member of the Consortium [comprising_____[***mention the names of the entities who are Members***]], in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by the Authority. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Bid.
3. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for implementing the Project, and we certify that all information provided in the Bid and the Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

4. The information submitted with respect to our Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Bid.

5. We shall make available to the Authority any additional information it may require tosupplement or authenticate the Bid.

6. We acknowledge the right of the Authority to reject our Bid without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.

7. We acknowledge the right of the Authority to not award the Project without assigning any reason and we hereby waive, to the extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

8. We certify that in the [5 (five)] Accounting Years immediately preceding the Bid Due Date, we or any Member of our Consortium whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been affected by any of the following circumstances:

   (i) having been categorized as a wilful defaulter in accordance with the Applicable Laws;

   (ii) having been admitted into corporate insolvency resolution process under the Insolvencyand Bankruptcy Code 2016;

   (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;

   (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or

   (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

      1. related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or

      2. resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.

9. We certify that in the 5 (five) Accounting Years immediately preceding the Bid Due Date, we or any Member of our Consortium whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been affected by any of the following circumstances:

   (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member as the case may be, on account of failure to perform any contract;

(ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or

(iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.

10. We certify that we or any Member of our Consortium whose Technical or Financial Capacity is being relied upon to qualify for award of the Project have not entered into a contract for operation of the KPPP, which is currently valid and subsisting.

11. We certify that we or any Member of our Consortium whose Technical or Financial Capacity is being relied upon to qualify for award of the Project has not been barred by GoI or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Bid Due Date.

12. We declare that:

(a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by the Authority;

(b) we do not have any Conflict of Interest in accordance with Clauses 3.4 of the RFP;

(c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.5 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority; and

(d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Bid, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

13. We understand that the Authority may cancel the Bid Process at any time and that the Authority is neither bound to accept any Bid that it may receive nor to invite the Bidders to submit a Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 7 of the RFP.

14. The [Bidder/ Consortium of which we are the Lead Consortium Member] satisfies the legal requirements and in our opinion by itself/along with its Members meets all the Qualification Criteria and Eligibility Criteria laid down in the RFP. We declare that we are not submitting more than 1 (one) Bid for the Project.

15. We certify that in regard to matters other than security and integrity of the country, we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.

16. We further certify that in regard to matters relating to security and integrity of the country, we or any Member have not been charge-sheeted by any agency of the state or convicted by a court of law.

17. We further certify that no investigation by a regulatory authority is pending either against us or against any Member or against our CEO or

any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.

18. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform the Authority of the same immediately.
19. In the event of us being declared as the Selected Bidder for the Project, we agree to incorporate a special purpose vehicle, which will enter into the Concession Agreement provided by the Authority. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
20. We agree and undertake to abide by all the terms and conditions of the RFP.
21. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the concession agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
22. *[A power of attorney, by all Members of the Consortium, appointing the Lead Member and authorizing the Lead Member to sign the Bid on behalf of all Members is included as part of the Bid.]*
23. A power of attorney from the [Bidder/Lead Member] authorizing the undersigned as the authorised representative, and signatory who is authorised to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Bid.
24. We certify that we have the Technical Capacity and Financial Capacity to undertake the Project.
25. We agree and understand that the Bid is subject to the provisions of the RFP. In no case, we shall have any claim or right against the Authority if the Project is not awarded to us or our Bid is not opened.
26. We have submitted all the relevant information as per the formats specified in the RFP, along with the requisite Earnest Money Deposit and Bid Document Fee.
27. Our Bid shall remain valid for a period of not less than [180 (one hundred and eighty)] days from the Bid Due Date.

For and on behalf of:

Signature:

(**Authorized Representative and Signatory**)

Name of the Person:

Designation:

ANNEXURE 2

DESCRIPTION OF THE BIDDER/MEMBERS

(on the letterhead of Bidder /Lead Member)

(Refer Clause 21.1(b) of the RFP)

1. (a)Name:

   (b)Country of Incorporation:

   (c) Principal Address:

   (d) Date of Incorporation and/or Commencement of Business:

2. Brief description of the Bidder including details of its main lines of business: [*Note. Such description shall not exceed [5 (five)] type-written pages.*]

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Telephone Number:

   (e) E-mail Address:

   (f) Fax Number:

4. In case of a Consortium:

   (a) The information above (1-3) should be provided for all the Members of the Consortium.

   (b) Additional information regarding each Member of the Consortium should be provided as per table below:

S. No.	**Nameof Member**	**Proposedpercentageholdinginthetotal Equity Contribution of the Concessionaire**
1.		
2.		
3.		

ANNEXURE 3A

FORMAT OF POWER OF ATTORNEY AUTHORISING THE SIGNATORY OF THE BID

(*on stamp paper*)

(Refer Clause 21.1(c) of the RFP)

Know all men by these presents, We ..... [***name of the Company and address of the registered office***] do hereby irrevocably constitute, nominate, appoint and authoriseMr/ Ms (name), ...and presently residing at ....., who is presently employed with us/the Lead Member of our Consortium and holding the position of....., as our true and lawful attorney (hereinafter referred to as the Attorney) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for a Development of Biogas Purification and Compression Systems at five (5) Sewage Treatment Plants (STPs) under BWSSB jurisdiction across Bangalore, Karnataka on PPP basis by the Bangalore Water Supply and Sewerage Board (**the Authority**), including but not limited to signing and submission of all Bid documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the Project and/or upon award of the Project to us and/or till the entering into of the concession agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE- NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

(Signature, name, designation and address) Witnesses:

1.

2.

(Notarised) Accepted

…… (Signature)

(Name, Title and Address of the Attorney)

Instructions:

(1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(2) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

(3) For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

ANNEXURE 3B

FORMAT OF POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER

(Refer Clause 3.1(iii) of the RFP)

(On requisite stamp paper)

Whereas the Bangalore Water Supply and Sewerage Board (the Authority) has invited Bids from interested parties for the purpose of undertaking a project for Development of Biogas Purification and Compression Systems at five (5) Sewage Treatment Plants (STPs) under BWSSB jurisdiction across Bangalore, Karnataka on a PPP basis (the Project).

Whereas, ……., ……. and ……. (collectively, the Consortium) being Members of the Consortium are interested in submitting a Bid for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) issued by the Authority on [•], and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its implementation.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……., ……. having our registered office at ……., and having our registeredoffice at ……., (hereinafter collectively referred to as the **Principals)** do hereby irrevocably designate, nominate, constitute, appoint and authorise ……. having its registered office at , being one of the Members of the Consortium, as the Lead

Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bid Process and, in the event the Consortium is awarded the Project, during the implementation of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of the Consortium’s Bid for the Project, including but not limited to signing and submission of all Bid related documents and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/or upon award of the Project and/or till the concession agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For ..... (Signature)

..... (Name & Title)

For ..... (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the Members of the Consortium)

(Notarised) Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Instructions:

(1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(2) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

(3) For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the Bidders from countries that have signed

the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

ANNEXURE 3C

FORMAT FOR STATEMENT OF LEGAL CAPACITY

(To be on the letterhead of the Bidder/ Lead Member of Consortium)

(Refer Clause 21.1(e) of the RFP)

Ref.

Date:

To,
The Chief Engineer,
Bangalore Water Supply and Sewerage Board

[***insert address***]

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert Member's name) will act as the Lead Member of our Consortium.

We have agreed that _____ (insert Member's name) will act as the Lead Member of our Consortium.

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully

(Signature, name and designation of the authorised signatory)

For and on behalf of……

Name and seal of Bidder/Lead Firm

ANNEXURE 4

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR NET WORTH AND COMPLIANCE WITH OTHER FINANCIAL QUALIFICATION CRITERIA

(On the letter head of the statutory auditor of the Bidder/each Member of the Consortium (as applicable)

(Refer Clause 21.1(f) of the RFP)

Based on the books of accounts of [***insert name of the Bidder/Member***] (Bidder/Member) and other published information authenticated by it, this is to certify that:

(a) As on [***insert date***], the Bidder's/Member's Net Worth is INR [•] (Rupees in words).

The Net Worth of INR [•] (Rupees in words) has been calculated in accordance with the computation set out below which is in accordance with the terms set out in the Request for Proposal (RFP) issued by the Authority on [•].

Net worth=.....(paid up share capital)

Add:..... (reserves)

Add:..... (others, please specify)

Subtract: ..... (revaluation reserves)

Subtract..... (intangible assets)

Subtract..... (miscellaneous expenditures to the extent not written off and carry forward losses)

Subtract.....(others, please specify)

** Please note that the items in brackets should correspond to items as per the annual report so that it can be verified exactly how the net worth has been computed.*

(b) The Bidder/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the 5 (five) Accounting Years immediately preceding the Bid Due Date:

(i) having been categorized as a willful defaulter in accordance with the Applicable Laws;

(ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;

(iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or

(iv) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Name of the auditor: Seal of the auditor: Signature:

Name:

Membership Number: Designation:

Date:

ANNEXURE 5A

FORMAT OF DETAILS OF PROJECTS INVOLVING PUBLIC INFRASTRUCTURE PROJECTS INCLUDING WASTEWATER TREATMENT, BIOGAS PRODUCTION OR SIMILAR SECTORS ON PPP MODE

(Refer Clause 4.1.1 (1) and Clause 21.1 (g) of the RFP)

General Construction Experience					
Starting Month Year	Ending Month Year	Years	Name of Contract Name and Address of Authority Brief Description of the Works Executed by the Bidder/ Lead Member	Total Project Cost	Role of Bidder/ Lead Member

General Construction Experience					
Starting Month Year	Ending Month Year	Years	Name of Contract Name and Address of Authority Brief Description of the Works Executed by the Bidder/ Lead Member	Total Project Cost	Role of Bidder/ Lead Member

ANNEXURE 5B

FORMAT OF DETAILS OF ANNUAL TURNOVER

(refer Clause 4.1.1(2))

Total value of civil engineering construction works executed and payments received in the last five years with supporting balance sheets, profit/loss statement along IT filing of all individual years.

Year	**Turnover (Rs. Crore)**
2021-22	
2022-23	
2023-24	
2024-25	
2025-26	

ANNEXURE 5C

FORMAT OF DETAILS OF PROJECTS INVOLVING PARTICULAR CONSTRUCTION EXPERIENCE

Contract No . . . . . of	Contract Identification
Award Date	Completion Date
Role in Contract	❑ Contractor ❑ Management Contractor ❑ Subcontractor
Total Contract Amount (In INR Crore)	
Authority‘s Name Address Telephone/Fax Number E-mail	
Description of the similarity in accordance with Particular Experience Criteria	
Scope of work related to the particular experience in reference	
Capacity of the project	
Other relevant characteristics/details	

ANNEXURE 5D

FORMAT OF DETAILS OF PROJECTS INVOLVING PARTICULAR O&M EXPERIENCE

Experience in Key Activities

Contract of Similar Size and Nature	
Contract No . . . . . of	Contract Identification
Award Date	Completion Date
Role in Contract	❑ Contractor ❑ Management Contractor ❑ Subcontractor
Total Contract Amount (In INR Crore)	
Authority‘s Name Address Telephone/Fax Number E-mail	
Description of the similarity in accordance with Particular Experience Criteria	
Scope of work related to the particular experience in reference	
Capacity of the project	
Other relevant characteristics/detai	

ls	

ANNEXURE 5E

STATEMENT OF BID CAPACITY

1. Calculation of A (Work Executed)

Financial Year	Name of Project	Client	Value of Work Executed (INR Cr)	Updated to FY 2025-26 Price Level (INR Cr)
2021–22				
2022–23				
2023–24				
2024–25				
2025–26				
Maximum (A)				**[Value]**

Note: Use appropriate escalation indices as provided in the RFP.

2. Calculation of B (Ongoing Commitments)

Name of Project	Client	Value of Work Remaining (INR Cr)	Completion Period	Updated to FY 2025-26 Price Level (INR Cr)
1..				
2…				
Total (B)				**[Value]**

3. Final Calculation

Assessed Available Bid Capacity = (A*N*1.5 – B)

Note: N = 1

ANNEXURE 6

FORMAT OF JOINT BIDDING AGREEMENT

THIS JOINT BIDDING AGREEMENT("**JBA**")is entered into on this[●]Dayof[●]202[●] BETWEEN

1. [●], with its registered office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

   AND

2. [●], with its registered office at (referred to as the Second Part which expression will, unless repugnant to the context include its successors and permitted assigns);

3. The above-mentioned parties of the FIRST [and] SECOND are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS

(A) Bangalore Water Supply and Sewerage Board(referred to as **the Authority**), which expression will, unless repugnanttothecontextormeaningthereof,includeitsadministrators,successorsandassigns) has invited Bids by its Request for Proposal dated [●] (the **RFP**) for selection of a Bidder for the development of biogas purification and compression systems at five (5) sewage treatment plants (stps) under BWSSB jurisdiction across Bangalore, Karnataka on a PPP basis (the **Project**).

(B) ThePartiesareinterestedinjointlybiddingfortheProjectasMembersofaConsortiumandin accordance with the terms and conditions of the RFP.

(C) It is a necessary condition under the RFP that the Members will enter into a Joint Bidding Agreement and furnish a copy of it with the Bid.

NOW IT IS HERE BY AGREED as follows:

1. Definitions and interpretations

In this JBA, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**the Concessionaire**) under the Companies Act, 2013 for entering into the concession agreement with the Authority for undertaking the Project.

3.2 The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFP.

4. Role of the Parties

4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

4.2 Party of the Second Part will be [•].

5. Shareholding in the Concessionaire

5.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire will be as follows:

First Party:

Second Party:

5.2. The Parties under take that:

(a) the [First Party], acting as the Lead Member of the Consortium, will control the Concessionaire and subscribe for and shall hold not less than [26% (twenty six percent)]of the total Equity Contribution and voting rights of the Concessionaire until a period as specified in the Agreement;

(b) the [First and Second] Party shall cumulatively hold not less than (i) [51% (fifty one percent)] of the total Equity Contribution and voting rights of the Concessionaire until a period as specified in the Agreement; and (ii) [26% (twenty six percent)] of the total Equity Contribution and voting rights of the Concessionaire during a period as specified in the Agreement; and

(c) the [Second] Party, whose [Financial Capacity] is being assessed, shall hold not less than [26% (twenty six percent)] of the total Equity Contribution and voting rights of the Concessionaire until a period as specified in the Agreement.

Provided that the First Party shall continue to hold not less than [15% (fifteen percent)]of the total Equity Contribution and voting rights of the Concessionaire until the a period as specified in the Agreement or early termination of the Agreement, as the case may be.

5.3. The Parties undertake that they will comply with all equity lock-in requirements set out in this JBA and in the Agreement.

6. Representations of the Parties

6.1 Each Party represents to the other Parties as of the date of this JBA that:

(a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;

(b) the execution, delivery and performance by such Party of this JBA has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any law presently ineffect and applicable to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable constitutional documents;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;

(c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this JBA.

7. Termination

This JBA will be effective from the date hereof and will continue in full force for the entire duration of the Project in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the JBA will stand terminated up on return of the Earnest Money Deposit as per the RFP.

8. Miscellaneous

8.1 This JBA will be governed by the laws of India.

8.2 The Parties acknowledge and accept that this JBA will not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS JBA AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on Behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For And on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1 2.

Instruction:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required.

ANNEXURE 7

PRICE BID TO BE SUBMITTED ONLYON KPPP
(PROVIDED HERE ONLY FOR REFERENCE)

(Refer Clause 22.1 of the RFP)

*****Only for reference purposes. The Bid to be submitted in the MS Excel – BOQ file as provided in KPPP.*****

Quote should be provided in INR only.

S.No.	Item description	Total Amount in figures (excluding GST) INR	Total Amount in words (excluding GST) INR
1	The Processing Fee per MMBTU (As per Clause 21.1)		
Total in figures			
Quoted rate in words			

Note: The disclosure of price bid in Technical Proposal shall lead to the proposal being considered as non-responsive.

ANNEXURE 8

SELF-DECLARATION WITH RESPECT TO BLACKLISTING

I/We (Bidder's/Member's name) ..... have gone through carefully all the conditions of the RFP and solemnly declare that I will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Authority against us, if it is found that the statements, documents, certificates produced by us are false/fabricated.

I/We hereby declare that I have not been blacklisted / debarred / suspended /demoted in any department in Karnataka or in any state or the Government of India due to any reasons.

I /we hereby declare that I will ensure that the personnel employed by us sign and comply with the conditions of the RFP throughout the contract duration.

Signature of the Bidder/Member

Note: The Bidder/Member must upload the above certified in the Company's letterhead with duly signed, failing which will lead to the Bid being non-responsive.

ANNEXURE 9

Litigation History

The tenderer shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or Against the applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount current value, (INR Crore)

Providing any false or misleading information, or hiding any information, may result in disqualification of the Tenderer.

ANNEXURE 10

PERSONNEL

Tenderer should provide the names of suitably qualified personnel to meet the requirements specified in Sub clause 4.2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position***
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name

RESUME OF PROPOSED PERSONNEL

Position		
Personnel information	**Name**	**Date of birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

END